



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Collington Associates

File: B-231788

Date: October 18, 1988

DIGEST

Provision in solicitation for lease of warehouse space limiting the acceptable geographic area is not ambiguous where there is only one reasonable interpretation of that provision. Rejection of protester's offer on basis that its proposed site was outside that area therefore was reasonable.

DECISION

Collington Associates protests the rejection of its proposal under solicitation for offers (SFO) No. 88-050 issued by the General Services Administration for building space to be used by the Defense Intelligence Agency (DIA) as a warehouse. Collington complains that its proposal was rejected for failing to meet a geographic restriction not listed in the SFO.

We deny the protest.

The SFO was for the lease of approximately 68,000 to 71,000 square feet of warehouse and related space plus parking for 12 government cars and 5 trucks of 5 ton capacity. The lease term was to be for 10 years. Paragraph A1 of the SFO stated that consideration would be given to locations "within 3 miles of all major truck routes between Greenbelt, Maryland, clockwise to Springfield, Virginia." Greenbelt is northeast of the District of Columbia and Springfield is southwest of it.

Collington submitted a proposal offering a building located on Route 301 just south of where that route intersects with Route 214 in Upper Marlboro, Maryland. This site is approximately 10 miles due east of the District's boundary line. Collington was notified on June 15, 1988, that its proposal was being rejected because the building it offered

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was not within the geographic area specified in the SFO. Collington protested to our Office on June 23, arguing that the location of the building it offered was in fact within the delineated geographic area.

Both GSA and the protester have submitted to our Office maps marked to illustrate their positions as to the meaning of the SFO's geographical restriction. GSA argues that paragraph A1's geographic designation of "within 3 miles of all major truck routes between Greenbelt, Maryland, clockwise to Springfield, Virginia" means an area defined by an arc extending clockwise from Greenbelt, Maryland to Springfield, Virginia. GSA argues that only locations on major truck routes within 3 miles of either side of that arc are within the designated geographic area. GSA adds that the arc is approximately represented by the "Beltway," the multilane, interstate circumferential highway surrounding the metropolitan Washington area. GSA also states that the delineated geographic area was based on DIA's stated need for a warehouse not beyond 30 minutes driving time from the DIA buildings to be serviced which are well inside the "Beltway." GSA concludes that Collington's proposal must be rejected since the building it offers is approximately 7 miles outside the "Beltway," even though the building is located directly on a major truck route.

Collington argues that GSA's interpretation of paragraph A1 of the SFO is incorrect. Collington argues that the quoted language from paragraph A1 of the SFO can only reasonably mean locations within 3 miles of any major truck route which lies to the east of a line stretching between Greenbelt, Maryland, and Springfield, Virginia. Collington has illustrated its position by a map in which a straight line is drawn from Greenbelt southwest through the District of Columbia to Springfield and the entire remaining area of the map east of that line has been highlighted to represent the "included" area. Collington concludes that the location of the building it offers is within the designated geographic area since the building is located not only within 3 miles but directly on a major truck route (Route 301) which lies to the east of the Greenbelt-Springfield line.

The government's specifications in a solicitation must be sufficiently definite and free from ambiguity to permit competition on a common basis. Malkin Electronics International, Ltd., B-228886, Dec. 14, 1987, 87-2 CPD ¶ 586. An ambiguity exists if specifications are subject to more than one reasonable interpretation. Toxicology Testing Services, Inc., B-219131.2, Oct. 28, 1985, 85-2 CPD ¶ 469. To be reasonable, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable

manner. Captain Hook Trading Co., B-224013, Nov. 17, 1986, 86-2 CPD ¶ 566. Where, as here, a dispute exists as to the actual meaning of a solicitation requirement, we read the solicitation as a whole and in a manner that gives effect to all provisions of the solicitation. Energy Maintenance Corp., B-223328, Aug. 27, 1988, 86-2 CPD ¶ 234.

Based upon our review of the record and in consideration of the governing principles stated above, we conclude that the solicitation was not ambiguous and is not reasonably subject to the interpretation put forth by the protester. Under Collington's interpretation of the solicitation's geographic restriction, which Collington insists is the only correct one, an acceptable site could be within 3 miles of any major truck route lying anywhere to the east of a line stretching between Greenbelt, Maryland, and Springfield, Virginia. Under Collington's interpretation, since there is no eastward boundary to the included area, conceivably it could reach as far as the Atlantic Ocean. This area would obviously include buildings located much too far from the metropolitan Washington area to be used as a warehouse by a government agency whose needs include daily contact with that warehouse. While GSA could have been more specific in its delineation of the intended geographic area, we find that its interpretation of the provision is the only reasonable one. The solicitation clearly called for lease of space to be used as a warehouse by a government agency located in the metropolitan Washington area. If the SFO's restriction of "within 3 miles of all major truck routes between Greenbelt, Maryland, clockwise to Springfield, Virginia" (emphasis added) is to be given any realistic effect in limiting the size of the acceptable geographic area, it can only reasonably be interpreted to mean, as GSA contends, to be a 3-mile band on either side of an arc extending between those two points, which approximates the location of the "Beltway," the major highway in the area.

The protest is, therefore, denied.



James F. Hinchman
General Counsel